

**MORRISON COHEN LLP**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re :  
 :  
 :  
 CLUB VENTURES INVESTMENTS LLC :  
 d/b/a DAVID BARTON GYM, *et al.*, :  
 :  
 :  
 Debtors.<sup>1</sup> :  
-----X

**DECLARATION OF JASON D DRATTELL IN SUPPORT OF MOTION OF  
PRAESIDIAN II SPV 1, LP AS AGENT FOR RELIEF FROM THE AUTOMATIC STAY**

Jason D. Drattell, on behalf of Praesidian II SPV 1, LP, declares the following to be true and correct under the penalties of perjury:

1. I am a principal of the General Partner of Praesidian II SPV 1, LP (“Praesidian”) and am authorized to act on behalf of Praesidian. I am fully familiar with the facts and circumstances set forth herein and in Praesidian’s Motion dated August 15, 2017, to for relief from the automatic stay (the “Motion”), which I believe to be true. I make this Declaration in support of the Motion.

2. Attached as **Exhibit A** is the Note Purchase Agreement and Security Agreement dated as of November 8, 2013, by and among Club Ventures Limelight LLC (the “Debtor”), as

<sup>1</sup> The Debtors refer to DB 85 Gym Corp. (Case No. 16-13580), Club Ventures III, L.L.C. (Case No. 16-13581), Club Ventures X, LLC (Case No. 16-13582), Club Ventures Archive LLC (Case No. 16-13616), Club Ventures Limelight LLC (Case No. 16-13617) Club Ventures Miami LLC (Case No. 16-13618), and Club Ventures Investments LLC (Case No. 17-10060), all of which did business as DavidBartonGym prior to their respective filings.

borrower, and Praesidian, Praesidian II SPV 2, LP, and LBN Holdings LLC as Lenders (the “Note Purchase Agreement”).

3. Attached as **Exhibit B** is the First Amendment to the Note Purchase Agreement, dated as of May 14, 2014.

4. Attached as **Exhibit C** is the Second Amendment to the Note Purchase Agreement, dated as of December, 2014.

5. Attached as **Exhibit D** is the Third Amendment to the Note Purchase Agreement, dated as of May 28, 2015.

6. Attached as **Exhibit E** is the Fourth Amendment to the Note Purchase Agreement, dated as of June 8, 2015.

7. Attached as **Exhibit F** is the Fifth Amendment to the Note Purchase Agreement, dated as of July 1, 2015.

8. Attached as **Exhibit G** is the Sixth Amendment to the Note Purchase Agreement, dated as of September 10, 2015.

9. Attached as **Exhibit H** is the Seventh Amendment to the Note Purchase Agreement, dated as of October 5, 2015.

10. Attached as **Exhibit I** is the Eighth Amendment to the Note Purchase Agreement, dated as of December, 31, 2015.

11. As of December 22, 2016, the Debtor owed \$4,984,215 in principal and \$1,312,536 in accrued but unpaid interest on secured notes issued pursuant to the Note Purchase Agreement.

12. Attached as **Exhibit J** is the Escrow Agreement dated as of November 21, 2103, made by and between Limelight Retail LLC, as landlord, the Debtor, and Morrison Cohen LLP as escrow agent.

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
August 15, 2017

  
JASON D. DRATTELL